

**EXHIBIT B**

**UBS Engagement Letter**

July 21, 2020

CONFIDENTIAL

The Official Committee of Unsecured Creditors of The Hertz Corporation  
c/o Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, NY 10036

Ladies and Gentlemen:

1. UBS Securities LLC (“UBS”) is pleased to act as investment banker to the Official Committee of Unsecured Creditors of The Hertz Corporation, *et. al.* (the “Committee”) in connection with the chapter 11 cases (the “Bankruptcy Cases”) of The Hertz Corporation and its related entities and their respective estates (“collectively, the Debtors”) pending in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). This letter agreement (the “Agreement”) confirms the terms of our engagement. The term of UBS' engagement hereunder commenced on June 17, 2020 (the “Effective Date”).

2. UBS agrees, in consideration of the compensation provided herein, to perform the following services if requested by the Committee:

- a) Review and analyze the Debtors' business, operations, properties, financial condition and prospects;
- b) Analyze the Debtors' business plans, financial projections and forecasts;
- c) Assist the Committee in analyzing the Debtors' debt capacity, enterprise value, alternative capital structures (including any refinancings), assets and liabilities, various restructuring scenarios, and strategic alternatives;
- d) Review and analyze any plan of reorganization, disclosure statement and any liquidation analyses relating to the Debtors, including, if applicable, the development and analysis of any plan of reorganization proposed by the Committee;
- e) Advise and assist the Committee in reviewing and evaluating any motions, applications or other forms of relief filed or to be filed by the Debtors or any other parties-in-interest in the Bankruptcy Cases;
- f) Analyze and monitor any prior, pending and future sale processes and transactions and assets, the reasonableness of such processes and the consideration received;
- g) Analyze the Debtors' assets and liabilities, and potential recoveries to creditor constituencies under various scenarios;

- h) Analyze intercompany and/or related party transactions of the Debtors and non-Debtor affiliates;
- i) Advise and assist the Committee with respect to any debtor-in-possession financing arrangements, including assist the Committee in identifying potential alternative sources of liquidity in connection with any debtor-in-possession financing, any chapter 11 plan(s) or otherwise;
- j) Representing the Committee in negotiations with the Debtors and third parties with respect to any of the foregoing;
- k) Attend Committee meetings and Bankruptcy Court hearings as may be required;
- l) Provide the services of testifying experts, including testimony and expert reports, as requested by the Committee, such services to be paid for at the testifying experts' ordinary hourly rate, which, as it relates to UBS' expected testifying expert Elizabeth LaPuma, is \$1,375 per hour;
- m) Review and provide an analysis of any valuation of the Debtors or their assets; and
- n) Such other investment banking services in connection with a Restructuring (as defined below) as UBS and the Committee may agree.

In rendering its services under this Agreement, UBS is not assuming any responsibility for the Committee's underlying business decision to pursue any business strategy or to effect any Restructuring. Each of the parties hereto agrees that UBS shall not have any obligation or responsibility to provide accounting, audit, "crisis management," or business consultant services, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements, or to provide any fairness, solvency or valuation opinions. Each of the parties hereto agree that UBS is not providing any advice on tax, legal, regulatory or accounting matters to the Committee or any other party pursuant to the terms of this Agreement. Further nothing contained herein shall constitute a commitment or obligation by UBS or any of its affiliates to underwrite, place or purchase any securities, or to arrange or provide any other form of financing.

UBS understands that the Committee has engaged Berkeley Research Group, LLC (the "Other Advisor") to act as a financial advisor in connection with the Bankruptcy Cases. UBS will work together with the Other Advisor and any other professionals retained by the Committee to minimize and avoid duplication of services. It is expressly understood and acknowledged that UBS and the Other Advisor are not and will not be deemed for any purpose to be acting as an agent, joint venturer or partner of the other, and that neither UBS nor the Other Advisor assumes responsibility, express or implied, for any actions or omissions of, or the performance of services by the other, in connection with a Restructuring or otherwise.

3. For UBS' services hereunder, the Debtors agree to pay fees and expenses to UBS in cash, by wire transfer of immediately available funds when due, as follows<sup>1</sup>:

Monthly Fee

- a) Commencing as of the Effective Date, whether or not a Restructuring (as defined below) is consummated, a nonrefundable monthly fee of \$200,000 (the "Monthly Fee"), the first of which shall be due and paid by the Debtors upon approval of this Agreement by the Bankruptcy Court and thereafter on each monthly anniversary of the Effective Date, prorated for any partial month. Twenty-five percent (25%) of the Monthly Fees actually paid after 10 months from the Effective Date shall be credited (without duplication) against any Completion Fee (as defined below) payable hereunder.

Completion Fee

- b) A fee (a "Completion Fee") shall be payable to UBS upon the effective date of any Restructuring in the amount of \$6,500,000.

As used in this Agreement, the term "Restructuring" shall mean, collectively, (i) any restructuring, reorganization, rescheduling, recapitalization or repayment of all or more than a majority of the Debtors' liabilities, including, without limitation, through a plan of reorganization or liquidation (as may be modified from time to time, a "Plan") confirmed in the Bankruptcy Cases, or any other change of control of the Debtors, whether in a section 363 sale (including via credit bid) or through a Plan or otherwise and whether in one or a series of transactions, or any transaction similar to the foregoing; or (ii)(a) any transaction or series of related transactions involving an acquisition, merger, consolidation, or any other business combination pursuant to which a majority of the business, equity or assets of the Debtors are, directly or indirectly, sold, purchased or combined with another entity or , or (b) any transaction that involves the disposition in one or a series of related transactions, of all or more than a majority of the assets or businesses of the Debtors or their subsidiaries, in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction.

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<sup>1</sup> It is expressly understood and agreed that all references to obligations of the Debtors under the terms of this Agreement, including all attachments hereto, shall be obligations of the Debtors pursuant to the order entered by the Bankruptcy Court pursuant to and in accordance with the Committee's application to retain UBS.

Expenses

- c) The Debtors shall, whether or not any Restructuring is proposed or consummated, and without in any way reducing or affecting the provisions of the indemnification agreement attached hereto as Annex A (the "Indemnification Agreement"), reimburse UBS for its reasonable and documented expenses incurred in connection with the performance of its engagement hereunder. Reasonable expenses include, but are not limited to, expenses incurred in connection with travel and lodging, data processing and communication charges, research, and courier services. The Debtors shall also reimburse UBS, at such times as UBS shall request, for any sales, use or similar taxes (including additions to such taxes, if any) incurred by UBS in connection with any matter referred to in, or contemplated by, this engagement. Such reimbursements shall be made promptly upon approval of UBS' fee applications consistent with and subject to any applicable order of the Bankruptcy Court.
- d) Further, in the event that, as a result of or in connection with UBS' engagement by the Committee under this Agreement, UBS becomes involved in any legal proceeding or investigation or is required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, the Debtors will reimburse UBS for the reasonable fees and expenses of its counsel incurred in responding to such a request. Nothing in this paragraph shall affect in any way the Debtors' obligations pursuant to the Indemnification Agreement.

Bankruptcy Payments

- e) The Committee agrees that UBS' compensation as set forth herein and obligations incurred and payments made pursuant to the expense reimbursements and indemnification provisions of this Agreement (including, without limitation, the Indemnification Agreement) shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and the Committee shall request such compensation be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect pursuant to one or more financing and/or cash collateral orders entered by the Bankruptcy Court. The Committee agrees to reasonably assist UBS in preparing, filing and serving all required fee statements, interim fee applications, and final fee applications. The Committee agrees to support UBS' fee applications during any Bankruptcy Court hearing on such fee applications or appellate court review, so long as the fees and expenses sought by UBS therein are consistent with this Agreement. The Committee will request that any cash collateral order, debtor-in-possession financing order and/or similar order entered in the Bankruptcy Cases permits the use of cash collateral and financing proceeds for the full and prompt payment of the fees and expenses of all advisors to the Committee, including UBS' fees and expenses contemplated under this Agreement.

The Committee acknowledges and agrees that UBS' restructuring expertise as well as its capital markets/financing knowledge and mergers and acquisitions capabilities, some or all of which may be required by the Committee during the term of UBS' engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Committee of UBS' services hereunder could not be measured merely by reference to the number of hours to be expended by UBS' professionals in the performance of such services. The Committee also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of UBS and its professionals hereunder over the life of the engagement, and in light of the fact that such commitment may foreclose other opportunities for UBS and that the actual time and commitment required by UBS and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm and none of the fees shall be considered to be "bonuses" or fee enhancements under applicable law. In addition, given numerous issues which UBS may be required to address in the performance of its services hereunder, UBS' commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for UBS' services for engagements of this nature in an out-of-court context, each party hereto agrees that the fee and expense arrangements hereunder are reasonable under all applicable legal standards.

4. The Committee shall use its reasonable efforts to promptly apply to the Bankruptcy Court for entry of an order authorizing UBS' employment pursuant to the terms of this Agreement, *nunc pro tunc* to the Effective Date, as a professional person pursuant to, and subject to, the standard of review of sections 328(a) and 1103 of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedures, applicable local rules and procedural orders of the Bankruptcy Court and procedural guidelines established by the Office of the United States Trustee, and not subject to the standard of review under section 330 of the Bankruptcy Code, or any other standard of review. In agreeing to seek UBS' retention under section 328(a) of the Bankruptcy Code, the Committee acknowledges and agrees that UBS' general restructuring expertise, as well as its capital markets/financing knowledge and mergers and acquisitions capabilities, will inure to the benefit of the Committee in pursuing any Restructuring, that the value to the Committee of UBS' services derives in substantial part from that expertise and experience, and that, accordingly, the structure and amount of the contingent Completion Fee is reasonable, regardless of the number of hours to be expended by UBS' professionals in the performance of the services to be provided hereunder. If the order authorizing the employment of UBS is obtained, the Debtors shall pay all fees and expenses due pursuant to this Agreement, as promptly as possible, in accordance with the terms of this Agreement and any orders of the Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules and applicable local rules and orders, and the Committee will work with UBS to promptly file any and all necessary applications regarding such fees and expenses with the Bankruptcy Court. UBS shall have no obligation to keep time records except as it does so in its normal practice and will have no obligation to provide services under this Agreement if it will be required to vary its normal time-keeping practices, unless otherwise required by an order of the Bankruptcy Court. The terms of this paragraph are solely for the benefit of UBS, and may be waived, in whole or in part, only by UBS.

If the Bankruptcy Court does not enter an order approving this Agreement, or such order is later reversed, vacated, stayed or set aside for any reason, UBS may immediately terminate this Agreement, and the Debtors shall reimburse UBS

for all fees owing and expenses incurred prior to the date of termination, subject to any requirements that the Bankruptcy Court may provide. Otherwise, this Agreement may be terminated at any time by either UBS or the Committee giving the other party thirty (30) days' prior written notice (the "Termination Date"); provided that the expiration or termination of this Agreement by the Committee (other than for gross negligence or willful misconduct) shall not affect UBS's right to receive, and the Debtors' obligation to pay, any and all fees, expenses and other amounts due hereunder, as more fully set forth in this Agreement and the Indemnification Agreement. In the case of a termination by the Committee, without a final, non-appealable judicial determination of UBS' gross negligence or willful misconduct, if, at any time during the 18 months following the termination of this Agreement, the Debtors consummate a Restructuring or the Debtors enter into an agreement to effect a Restructuring, including the filing of a plan of reorganization or liquidation, which subsequently becomes effective or is consummated, then the Debtors (or their bankruptcy estates) shall pay UBS the Completion Fee immediately upon the closing of such Restructuring.

The Committee shall use its reasonable efforts to ensure that, to the fullest extent permitted by law, any confirmed Plan in the Bankruptcy Cases contains typical and customary releases (from Debtors and from third parties) and exculpation provisions releasing, waiving, and forever discharging UBS, its divisions, affiliates, any person controlling UBS or any of its affiliates, and their respective current and former directors, officers, partners, members, agents, attorneys, advisors, representatives and employees from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities related to the Debtors, the Committee or the engagement described in this Agreement.

6. UBS acknowledges that the Committee, its members, its professional advisors and agents are not liable for any fees, expenses or any other amounts (including indemnification) owed by the Debtors to UBS under this Agreement or the Indemnification Agreement. UBS is providing its services as the investment bank to the Committee and is not providing any services on behalf of the individual members of the Committee, the Debtors, or other party. To the extent any issue arises as to the scope, nature or substance of UBS' engagement, UBS and the Committee shall in good faith work to mutually resolve such issue. At the direction of counsel to the Committee, certain communications and correspondence from UBS and work product and related analyses prepared by UBS for the Committee in connection with this Agreement will be considered in preparation for litigation over the restructuring of the Debtors and, accordingly, will be subject to the attorney-client privilege and work-product doctrine.

7. Except to the extent legally required or in connection with the Bankruptcy Cases (after consultation with, and approval as to form and substance by, UBS not to be unreasonably withheld, conditioned or delayed), none of (i) the written use of UBS' name in any filing in connection with the Bankruptcy Cases, (ii) any advice rendered by UBS to the Committee, or (iii) any communication from UBS in connection with the services performed by UBS pursuant to this Agreement will be quoted or referred to orally or in writing, or in each case reproduced or disseminated, by the Committee directly or indirectly (other than to the Committee's professional advisors or

any of their agents), without UBS' prior written consent, except to the extent that Committee members are required to disclose any confidential information to governmental authorities or regulatory agencies, in accordance with the terms of the Confidentiality Agreement (defined below)<sup>2</sup>.

8. The Committee shall use reasonable efforts to cause the Debtors to (i) make available to UBS all information in its possession concerning the business, assets, operations, financial condition and prospects of the Debtors that UBS reasonably requests in connection with the services to be performed for the Committee hereunder, and (ii) provide UBS with reasonable access to the Debtors' officers, directors, employees, independent accountants and counsel, and other advisors, agents and other representatives of the Debtors as UBS deems appropriate. To the best of the Debtors' knowledge, all information furnished by or on its behalf to UBS pertaining to the Debtors when delivered, will be accurate and complete in all material respects. In addition, the Debtors agree that they will promptly notify UBS of any material event or change in the business affairs, condition (financial or otherwise) of the Debtors that occurs during the term of the engagement hereunder, or if they learn of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to UBS. The Committee understands and agrees that, in performing UBS' services hereunder, UBS (a) will be using and relying on publicly available information and on materials, data and other information furnished to UBS by the Debtors, counsel to the Committee and other parties, (b) is entitled to assume and rely upon the accuracy and completeness of such publicly available information and the other information so furnished without having independently verified the same, and (c) does not assume any responsibility for the accuracy or completeness of such information. The Committee acknowledges that UBS will not conduct an independent evaluation or appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets or liabilities) of the Debtors, or opine on any solvency or viability issues, nor will it make an inspection of the properties or assets of the Debtors. With respect to any forecasts or projections that may be furnished to UBS or discussed with the Committee, UBS will assume that they have been reasonably prepared on bases reflecting the best then currently available estimates and judgments of the management of the Debtors as to the matters covered thereby. UBS will use all nonpublic information concerning the Debtors solely for the performance of UBS' services hereunder and will treat it confidentially for as long as it remains nonpublic. Except as otherwise required by applicable law, regulation or judicial or regulatory process, or requested by any regulatory body or securities exchange, UBS will not disclose material nonpublic information about the Debtors to a third party who is not subject to a confidentiality obligation to the Debtors or Committee without counsel to the Committee's written consent.

In the event that any information belonging to the Debtors, Committee or their respective agents is stored electronically on UBS' computer systems, UBS shall not be liable for any damages resulting from unauthorized access, misuse or alteration of such information by persons not acting on its behalf, provided that UBS exercises the

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<sup>2</sup> To the extent there is any conflict between the provisions of this Agreement and that Confidentiality Agreement entered into between the Committee, its members, and the Debtors on July \_\_\_\_, 2020, the Confidentiality Agreement will govern.



same degree of care in protecting the confidentiality of, and in preventing unauthorized access to, the Debtors' and Committee's information that it exercises with regard to its own most sensitive proprietary information. UBS agrees that the Committee and its members shall have no liability for any such unauthorized access, misuse or alteration of information stored electronically on UBS' computer systems.

9. UBS may, at its option and own expense, place customary tombstone announcements or advertisements in financial newspapers and journals describing its services hereunder which may include the reproduction of the Debtors' logo, symbol or trademark as part of UBS' general marketing or promotional activities.

10. The Committee and Debtors acknowledge and agree that UBS has been retained to act solely as an advisor to the Committee, and not as an advisor to any other person, and the Committee's engagement of UBS is not intended to confer rights upon any person (including, without limitation, shareholders, employees or creditors of the Debtors) not a party hereto as against UBS or its affiliates, or their respective directors, officers, employees or agents, successors, or assigns. In rendering its services to the Committee hereunder, UBS is not assuming any responsibility for the Committee, or any individual member's, underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Restructuring. UBS shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary or agent, and any duties arising out of its engagement shall be owed solely to the Committee.

11. UBS Group AG (the parent of UBS) and its subsidiaries, branches and affiliates (the "UBS Group") are involved in a wide range of commercial banking, investment banking and other activities (including wealth and investment management, corporate finance, municipal lending solutions and securities issuing, trading and research) from which conflicting interests or duties, may arise. Information which is held elsewhere within UBS or within the UBS Group but of which none of the individuals in the Investment Banking Department of UBS involved in providing the services contemplated by this engagement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining UBS' responsibilities to the Committee under this engagement. Neither UBS nor any other part of the UBS Group will have any duty to disclose to the Committee or Debtors or utilize for the Committee's or Debtors' benefit any non-public information acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, UBS, its affiliates and its and their respective employees may hold or trade loans or other debt or equity securities of the Debtors, individual Committee members, or any potential party to a Restructuring for its own account and for the accounts of customers, and may at any time hold a long or short position in such loans or other debt or equity securities; provided that UBS agrees that such actions will be in compliance with all federal and state securities laws.

12. As part of the compensation payable to UBS hereunder, each of the Debtors agree to the indemnification and other agreements set forth in the Indemnification Agreement, the provisions of which are incorporated herein by reference and shall survive the termination, expiration or supersession of this Agreement. Neither UBS nor its affiliates shall be responsible or have any liability for any indirect, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof. All requests for payment of an indemnity provided or referenced herein shall be made by means of

an application to the Bankruptcy Court in accordance with an order of the Bankruptcy Court approving the Committee's engagement of UBS. Neither the Committee nor its members and any of their affiliates and their respective professional advisors shall have any liability under the provisions of the Indemnification Agreement, and all such claims shall be against the Debtors. The provisions of the Indemnification Agreement shall survive any termination or completion of UBS' engagement hereunder. UBS shall not, however, be entitled to indemnification, contribution or reimbursement pursuant to this Agreement or the Indemnification Agreement for services other than those described herein, unless such services and indemnification are approved by the Bankruptcy Court.

13. This Agreement shall be deemed made in New York. This Agreement and all controversies arising from or relating to performance hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in such State, without giving effect to such State's rules concerning conflicts of laws that might provide for any other choice of law. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined by the Bankruptcy Court or any court having appellate jurisdiction over the Bankruptcy Court. If the Bankruptcy Court declines to assert jurisdiction over such proceedings or if the reference is withdrawn to the United States District Court, then such proceedings shall be heard and determined, as applicable, either in any New York state or federal court of competent jurisdiction sitting in the city and county of New York, to whose jurisdiction UBS and the Committee hereby irrevocably submit, or the District Court that withdrew the reference.

UBS, THE COMMITTEE AND THE DEBTORS (ON THEIR OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF THEIR CREDITORS AND SECURITY HOLDERS) HEREBY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF THE ENGAGEMENT OR UBS' PERFORMANCE THEREOF.

14. This Agreement (including the attached Indemnification Agreement) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both UBS and the Committee and approved by the Bankruptcy Court. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

15. Each party hereto represents and warrants that, subject to Bankruptcy Court approval, such party has all requisite power and authority to enter into this Agreement (including the Indemnification Agreement). Subject to Bankruptcy Court approval, each party hereto further represents that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each of the parties hereto and constitutes the legal and binding agreement thereof, enforceable in accordance with its terms. This Agreement shall be binding upon UBS, the Debtors, the Committee and their respective successors and permitted assigns

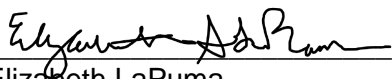
(including, in the case of the Debtors, any successor to all or a portion of the assets and/or the businesses of the Debtors, whether under a Plan or otherwise, and any Chapter 11 or Chapter 7 trustee appointed in the Bankruptcy Cases). This Agreement is not intended to confer any rights upon any shareholder, creditor, owner or partner of the Debtors, or any other person or entity not a party hereto, other than as referenced in the Indemnification Agreement.

*[Remainder of Page Intentionally Left Blank]*

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

Very truly yours,

UBS SECURITIES LLC

By:   
Elizabeth LaPuma  
Managing Director

By:   
Jane Zovak  
Executive Director

Accepted and agreed to  
with effect from the Effective Date:

OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF THE HERTZ CORPORATION

By: \_\_\_\_\_  
[Name]  
[Title]

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

Very truly yours,

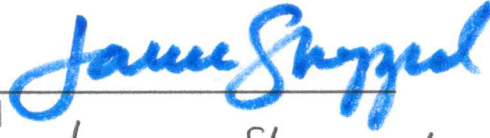
UBS SECURITIES LLC

By:   
Elizabeth LaPuma  
Managing Director

By:   
Jane Zovak  
Executive Director

Accepted and agreed to  
with effect from the Effective Date:

OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF THE HERTZ CORPORATION

By:   
[Name]  
[Title] James Sheppard  
Southwest Airlines - Senior Attorney

### **ANNEX A – INDEMNIFICATION AGREEMENT**

In connection with the engagement of UBS Securities LLC ("UBS") to advise and assist the Official Committee of Unsecured Creditors of The Hertz Corporation, the "Committee") with the matters set forth in the Agreement, as additional consideration, each of the Debtors agrees (the "Indemnification Agreement") in the event that UBS becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statement or alleged untrue statement of a material fact contained in the information (whether written or oral) supplied to any prospective transaction party by or on behalf of the Debtors (which shall be deemed to include the Debtors' public filings) or any omission or alleged omission to state therein any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading or (ii) otherwise in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities provided prior to the date hereof, each of the Debtors (jointly and severally) agrees to indemnify, defend and hold UBS harmless to the fullest extent permitted by law, from and against any losses, claims, damages, liabilities and expenses in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities provided prior to the date hereof, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted from the gross negligence or willful misconduct of UBS. In addition, in the event that UBS becomes involved in any capacity in any Proceeding in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, the Debtors will reimburse UBS for its legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by UBS in connection therewith.

If such indemnification were not to be available for any reason (other than due to the gross negligence or willful misconduct of UBS to the extent finally judicially determined), the Debtors agree to contribute to the losses, claims, damages, liabilities and expenses involved (i) in the proportion appropriate to reflect the relative benefits received or sought to be received by the Debtors and their securityholders, on the one hand, and UBS, on the other hand, in connection with the matters contemplated by the Agreement or (ii) if (but only if and to the extent) the allocation provided for in clause (i) is for any reason held unenforceable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Debtors and their securityholders, on the one hand, and the party entitled to contribution, on the other hand, as well as any other relevant equitable considerations; provided that, in no event shall the Debtors contribute less than the amount necessary to assure that UBS is not liable for losses, claims, damages, liabilities and expenses in excess of the amount of fees actually received by UBS pursuant to the Agreement. The Debtors agree that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Debtors and their securityholders, on the one hand, and the party entitled to contribution, on the other hand, in connection with the matters contemplated by the Agreement shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Debtors, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which UBS has been retained to perform investment banking services bears to the fees paid to UBS under the Agreement. Relative fault shall be determined by reference to, among other things, whether any alleged

untrue statement or omission or any other alleged conduct relates to information provided by the Debtors or other conduct by the Debtors (or its employees or other agents), on the one hand, or by UBS, on the other hand. The Debtors will not settle any Proceeding in respect of which indemnity may be sought hereunder, whether or not UBS is an actual or potential party to such Proceeding, without UBS' prior written consent. For purposes of this Indemnification Agreement, UBS shall include UBS Securities LLC, any of its affiliates, each other person, if any, controlling UBS or any of its affiliates, their respective officers, current and former directors, employees and agents, and the successors and assigns of all of the foregoing persons. The foregoing indemnity and contribution agreement shall be in addition to any rights that any indemnified party may have at common law or otherwise.

The Committee and Debtors agree that neither UBS nor any of its affiliates, directors, agents, employees or controlling persons shall have any liability to the Debtors, Committee or any person asserting claims on behalf of or in right of the Debtors or Committee in connection with or as a result of either UBS' engagement under the Agreement or any matter referred to in the Agreement, including, without limitation, related services and activities provided prior to the date hereof, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any losses, claims, damages, liabilities or expenses incurred by the Debtors or Committee resulted from the gross negligence or willful misconduct of UBS in performing the services that are the subject of the Agreement.

UBS promptly will notify the Debtors and Committee upon receipt of actual notice of a Proceeding with respect to which indemnity is sought hereunder if the Debtors are not a party to such Proceeding, provided that, the failure to so notify the Debtors and Committee will not relieve the Debtors from any liability that the Debtors may have on account of this indemnity or otherwise, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that the Debtors are materially prejudiced as a result of such failure. Upon written notification to UBS, the Debtors shall be entitled to assume the defense of any such Proceeding with counsel reasonably satisfactory to UBS to represent UBS in such Proceeding and shall pay the fees and expenses of such counsel. UBS shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of UBS; provided, however, that the Debtors shall pay as incurred the fees and expenses of such counsel incurred in connection with any Proceeding if (i) such Proceeding is commenced in connection with the Bankruptcy Cases; (ii) the Debtors shall have failed promptly to assume the defense thereof and employ counsel as provided above, (iii) the named parties to any such Proceeding (including impleaded parties) include UBS, and UBS shall have been advised by counsel that there may be one or more legal defenses available to it that are different from or in addition to those available to the Debtors or Committee, (iv) the use of counsel chosen by the Debtors to represent both the Debtors and UBS would present such counsel with an actual or potential conflict of interest; or (v) the Debtors shall authorize UBS to employ separate counsel (in addition to any local counsel) at the expense of the Debtors. In any event the Debtors shall not be responsible hereunder for the fees and expenses of more than one firm of separate counsel in connection with any Proceeding in the same jurisdiction, in addition to any local counsel. Notwithstanding the foregoing, UBS may consult to the extent necessary or appropriate with its counsel in connection with UBS' involvement in a Proceeding the defense of which has been assumed by the Debtors for purposes of coordinating with the Debtors' counsel and assisting UBS with respect to requests for the production of documents prepared by, or depositions of, UBS and similar matters and the Debtors will reimburse UBS for

the reasonable fees and expenses of such counsel incurred by UBS in connection with such consultation.

THIS INDEMNIFICATION AGREEMENT AND ANY CLAIM, COUNTERCLAIM OR DISPUTE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS INDEMNIFICATION AGREEMENT ("CLAIM"), DIRECTLY OR INDIRECTLY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE. EXCEPT AS SET FORTH BELOW, NO CLAIM MAY BE COMMENCED, PROSECUTED OR CONTINUED IN ANY COURT OTHER THAN THE BANKRUPTCY COURT, PROVIDED THAT IF THE BANKRUPTCY CASES ARE DISMISSED OR THE BANKRUPTCY COURT DOES NOT HAVE OR DECLINES TO EXERCISE JURISDICTION FOR ANY REASON, THEN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND THE DEBTORS, COMMITTEE AND UBS CONSENT TO THE JURISDICTION OF SUCH COURTS AND PERSONAL SERVICE WITH RESPECT THERETO. THE DEBTORS HEREBY CONSENT TO PERSONAL JURISDICTION, SERVICE AND VENUE IN ANY COURT IN WHICH ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS INDEMNIFICATION AGREEMENT IS BROUGHT BY ANY THIRD PARTY AGAINST UBS OR ANY INDEMNIFIED PARTY. EACH OF UBS, THE COMMITTEE AND THE DEBTORS WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR CLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS INDEMNIFICATION AGREEMENT. THE DEBTORS AGREE THAT A FINAL JUDGMENT IN ANY PROCEEDING OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS INDEMNIFICATION AGREEMENT BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON THE DEBTORS AND MAY BE ENFORCED IN ANY OTHER COURTS TO THE JURISDICTION OF WHICH THE COMMITTEE OR DEBTORS IS OR MAY BE SUBJECT, BY SUIT UPON SUCH JUDGMENT.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Debtors may have to any Indemnified Person at common law or otherwise, (ii) shall survive the expiration or termination of the Agreement or completion of UBS' services hereunder, (iii) shall apply to any modification of UBS' engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of UBS or any other Indemnified Person, (v) shall be binding on any successor or assign of the Debtors, any successor to all or a portion of the assets and/or the businesses of the Debtors, whether under a Plan or otherwise, and any Chapter 11 or Chapter 7 trustee appointed in the Bankruptcy Cases and (vi) shall inure to the benefit of any successor or assign of any Indemnified Person. For a period beginning on the date hereof and ending on that date which is three years from termination of this Engagement Agreement, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Debtors set forth in this Indemnification Agreement, the Debtors will notify UBS in writing thereof (if not previously notified) and, if requested by UBS, shall use commercially reasonable efforts to arrange in connection therewith alternative means of providing for obligations of the Debtors set forth in this Indemnification Agreement, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an



escrow, in each case in an amount and upon terms and conditions satisfactory to UBS; provided, however, that, if any action, proceeding or investigation is pending at the end of such three-year period for which a claim for indemnification, contribution or reimbursement under this Indemnification Agreement has been made, the Debtors' obligations hereunder shall continue until such action, proceeding or investigation has been ultimately resolved.